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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

MARIA JUANA SALINAS IBARRA,

Plaintiff, Cross-defendant and  
Appellant,

v.

ROSALBA ALVAREZ,

Defendant, Cross-complainant and  
Respondent.

H044089

(Santa Cruz County  
Super. Ct. No. CV181343)

In this action for quiet title and related causes of action, the trial court resolved a dispute between appellant Maria Juana Salinas Ibarra (Salinas) and respondent Rosalba Alvarez, over ownership of property in Santa Cruz County. On appeal, Salinas contests the trial court's conclusion that she had no fee interest in the property based on her possession of a 1995 grant deed from Alvarez. We will affirm the judgment.

*Background*

Alvarez purchased the subject property from New Dawn Properties in December 1992, in a transaction recorded February 19, 1993. The property included farmland, farm labor barracks, and 14 residential units, which generated rent to meet Alvarez's expenses. Salinas occupied one of the residential units, Unit A; her rent was subsidized by government assistance. The application and rental agreement she signed in December 2002 identified Alvarez as the owner. Francisco Ibarra acted as manager of the property. During overlapping periods between 1971 and 1995 he fathered Alvarez's

four children, as well as six children with Salinas and several with Maria Reynoso, who is not involved in this action.<sup>1</sup>

Soon after Alvarez acquired the property in 1993, it was the subject of a bankruptcy action, which was settled by stipulated judgment on reduced financing terms in late 1998. On January 25, 2015, during the pendency of the bankruptcy action, Francisco died intestate. On March 6, 2015, one of Salinas's sons, Juan Manuel Ibarra, offered to buy the property from Alvarez for \$950,000. However, Salinas had already told tenants in the first week of February that she was the owner as the surviving spouse of Francisco and that they should pay their rent to her, not to Alvarez. Only \$4,880 of the rent money thereafter could be collected directly from the tenants; the remaining \$11,920 was due from tenants who were "too scared" not to give their rent payments to Salinas.

Salinas brought this action against Alvarez and New Dawn Properties on March 20, 2015 for declaratory relief, quiet title, injunctive relief, adverse possession,<sup>2</sup> and a constructive trust. She alleged that Francisco had acquired the property from his parents in 1997; yet she also alleged that in 1983 he transferred ownership of the property to himself and Salinas after their 1979 marriage. Salinas disputed the legitimacy of the 1992 transfer of ownership from New Dawn to Alvarez; and in any event, Francisco had continued acting as the owner of the property, performing all functions of ownership and management including collection of rents and payment of expenses. He had also made payments on a 1993 loan from New Dawn Properties, secured by a first deed of trust. Notably, however, the complaint did not allege the existence of a grant deed to him or to Salinas.

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<sup>1</sup> Exhibit 1 shows seven of Francisco's children born to Reynoso, but at trial Reynoso named only six. The parties agree, however, that Francisco had 17 children born to the three women.

<sup>2</sup> Before trial began Salinas withdrew the claim of adverse possession.

Alvarez cross-complained on April 24, 2015. Her first amended cross-complaint, filed in February 2016, asserted causes of action for quiet title, accounting, quantum meruit, declaratory relief, and injunctive relief. Meanwhile, in June 2015 Alvarez obtained a preliminary injunction prohibiting Salinas, during the pendency of the action, from collecting rent from tenants, telling tenants that she was the owner and Alvarez was not, and threatening Alvarez with harm if she refused to put Salinas on the title. Salinas was further ordered to provide an accounting of all the rent she had thus far collected.

Also in June of 2015, the night before her deposition, Salinas found a document purporting to be a copy of a grant deed to the property gifted from Alvarez to Francisco and Salinas, “husband and wife as joint tenants.” The document, which was dated November 14, 1995— during the pendency of the bankruptcy proceeding— appeared to bear Alvarez’s signature. It was notarized by Marilu Rodriguez, who was not only a notary public but also Salinas’s daughter-in-law (married to Juan Manuel Ibarra); however, the document was not recorded until July 15, 2015. Juan Manuel Ibarra testified that he was not asked to produce the original of the deed until after July; in any event, he did not produce it until October 23, 2015.

At the court trial on the complaint and amended cross-complaint, the court heard testimony between February 29 and March 15, 2016. The court decided first to receive evidence as to whether the alleged marriage between Salinas and Francisco was valid— and if not, whether Salinas could be deemed a putative spouse. Salinas testified that she met Francisco “more or less” in 1970 and married him while on a vacation with him in mid-1970. She recalled the ceremony as having been performed by a man in black, followed by their signing some papers. She further testified that they had another marriage ceremony in Nevada in 1973, while they were on vacation. On that occasion,

she said, Francisco surprised her by taking her inside a chapel and declaring that they were “going to get married.”<sup>3</sup>

On March 4, 2016, the trial court determined that Salinas had “failed to prove that she [had] entered into a valid marriage with Francisco” or that she had a reasonable belief that she had been married to him. The court therefore rejected Salinas’s claim of ownership through a community property interest. Counsel for Salinas then conceded that there could be no plausible allegation that Alvarez was holding the property in constructive trust solely for Salinas through the latter’s community property interest.<sup>4</sup> Salinas raises no issues on appeal pertaining to the finding that she was neither a spouse nor a putative spouse.

Although Salinas’s claim of ownership under the 1995 grant deed had not been pleaded in her complaint, the court permitted testimony on this issue. Alvarez denied signing or even knowing about that document, which the court thereafter referred to as the “Disputed Deed.” The court received testimony from four different experts regarding the authenticity of Alvarez’s signature on this document, and from Marilu Ibarra (previously Rodriguez) regarding the notarization of the Disputed Deed. The court eventually concluded that the evidence “was in equipoise” as to whether Alvarez’s signature on the Disputed Deed had been forged.

The court nevertheless determined that the Disputed Deed was unenforceable, as it had not been validly executed. First, the court found, even if Alvarez did sign the

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<sup>3</sup> The Nevada marriage license, however, stated that Salinas had married Francisco’s brother, Juan. According to the court’s statement of decision, Salinas presented false evidence to support her assertion that the license had Juan’s name on it through a “clerical error.” In fact, the court found, Salinas had married Juan to enable Juan to obtain US citizenship.

<sup>4</sup> Salinas had alleged in the complaint that the 1992-1993 transfer to Alvarez was a sham transaction, the aim of which was to have Alvarez hold title to the property in trust for the benefit of Francisco as community property or Francisco and Salinas in joint tenancy.

document, “it was procured by Francisco’s undue influence. Alvarez does not speak or read English. The evidence established that Alvarez rarely knew or understood what she was signing. It was evident that on most occasions when Alvarez did sign any legal documents, she did so at Francisco’s direction and insistence[—]typically for his benefit.” Thus, Alvarez lacked the “necessary intent to transfer title to Francisco and Salinas.”

The court additionally found unenforceability because the property was the subject of a bankruptcy proceeding initiated by Alvarez in 1993 “to prevent New Dawn from foreclosing on the mortgage against the [property].” The execution of the Disputed Deed violated the automatic stay issued pursuant to 11 U.S.C. section 362, subdivision (a)(3). Thus, the transaction conveying an interest in the property, which was an asset of the bankruptcy estate, was void.

The court further found the Disputed Deed to be void for a related reason: “It had an unlawful object, it was impossible to perform and it is therefore void and unenforceable.” Contrary to Civil Code section 1596,<sup>5</sup> which requires the object of a contract to be lawful, the sole purpose of this one was “to defraud creditors, the bankruptcy trustee, or the bankruptcy court.” Moreover, as it was executed in violation of the bankruptcy stay, it was impossible to perform. Thus, the contract was void as a matter of law under section 1598.<sup>6</sup>

Finally, the court reasoned that Salinas had “failed to prove that Alvarez ever delivered the purported deed with the intention that it be transferred to Francisco and [Salinas]. To the contrary, the circumstantial evidence established that there was no delivery of the deed. This is confirmed by the surprising and suspicious timing of the

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<sup>5</sup> All further statutory references are to Civil Code.

<sup>6</sup> “Where a contract has but a single object, and such object is unlawful, whether in whole or in part, or wholly impossible of performance . . . the entire contract is void.” (§ 1598).

discovery of the Deed's existence in June 2015, 20 years after it was allegedly executed. At trial, Salinas testified [that] she discovered the Disputed Deed in her closet months after [she] had filed her March 20, 2015 unverified quiet title complaint, and the day before Salinas was to be deposed. Salinas claimed she did not know what it was until June 24, 2015, when her son read it to her because it was written in English, and [it] had been in a sealed envelope. Clearly it had never been delivered to Salinas, by either Alvarez or Francisco, so as to give rise to any presumption that the deed was ever actually delivered . . . with the intention to transfer title to Salinas. The fact that the Disputed Deed was not recorded when it was allegedly executed in 1995 also confirms that it was not made and delivered with an intent by Alvarez to transfer title."

The court therefore concluded that Alvarez was the sole owner of the property in fee simple, pursuant to the corporation grant deed recorded in February 1993. Title was quieted in Alvarez, and Salinas was ordered to execute and record a quitclaim deed in favor of Alvarez. However, exercising its jurisdiction to grant equitable relief in quiet title actions (Code Civ. Proc. § 760.040), the court granted Salinas a limited, nontransferable right to sole possession of Unit A for life.<sup>7</sup> The court thereafter denied Salinas's motion for a new trial and entered an amended judgment, from which Salinas brought this timely appeal.

### *Discussion*

Representing herself on appeal, Salinas challenges the superior court's findings that Alvarez's execution of the 1995 grant deed was unenforceable, that Francisco had

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<sup>7</sup> This equitable ruling allows Salinas to live with not more than two immediate family members if both are necessary for her care, and as long as they each pay \$150 per month to Alvarez as rent. If instead an unrelated caregiver shares Unit A, he or she may live there rent free, but no family members may occupy the residence at the same time. On appeal, Salinas does not question this aspect of the trial court's resolution of the case, except to profess that while the life estate is "appreciated, the ranch is not only her home of 42 years but her only source of income and livelihood."

exercised undue influence over Alvarez, that the deed had not been delivered, that the pending bankruptcy proceeding precluded transactions pertaining to the property, and that the deed was an illegal contract and therefore void under section 1598. Her contentions, of course, can be only as viable as the accuracy of the facts on which they are based. She first states that the court “was in equipoise regarding the validity [*sic*] of the Grant Deed.” This misrepresents the record. The court actually stated that because the handwriting experts were split regarding the authenticity of the signature on the Disputed Deed, it could not determine whether Alvarez’s signature had been forged. The central issue of the validity of the document was resolved by other circumstances: exercise of undue influence on Alvarez by Francisco; Alvarez’s lack of capacity to convey title while the bankruptcy stay was in effect; the illegal object of the deed (i.e., “to defraud creditors, the bankruptcy trustee, or the bankruptcy court”), which made the conveyance unlawful and impossible to perform; and the lack of intent by Alvarez to deliver the deed to Francisco and Salinas.

Salinas then reviews the testimony favoring her position to demonstrate that the Disputed Deed was authentic. She identifies a witness that “should have been called,” speculates about the court’s unexpressed thinking, and asks us to “please review testimony and evidence to determine who is telling the truth.” She misunderstands this court’s function on appeal. Credibility determinations are for the trier of fact, not the reviewing court. On appeal, “we examine the entire record to determine whether there is any substantial evidence, contradicted or uncontradicted, to support the court’s factual findings. Where the evidence conflicts or is capable of conflicting inferences, the appellate court will not substitute its deductions for those of the fact finder. [Citation.] Further . . . this court will not reweigh evidence, reappraise the credibility of witnesses, or resolve factual conflicts contrary to the trial court’s findings, but [will decide only] whether there is substantial evidence to support these findings. (*Crawford v. Southern Pacific Co.* (1935) 3 Cal.2d 427, 429.)” (*Eidsmore v. RBB, Inc.* (1994) 25 Cal.App.4th

189, 195.) If substantial evidence supports that determination, we may not reassess the evidence and overturn the lower court’s judgment even if we would have resolved the factual dispute differently. These settled principles control the outcome of the appeal before us.

Salinas regards the finding of undue influence as a “mistake,” but she fails to demonstrate that the court’s inferences regarding the control Francisco exerted over Alvarez had no basis in the evidence presented at trial. (See *In re Marriage of Dawley* (1976) 17 Cal.3d 342, 354 [undue influence is a question of fact]; see also *Lintz v. Lintz* (2014) 222 Cal.App.4th 1346, 1355 [undue influence must often be determined by inferences drawn from all the facts and circumstances].) Instead, she suggests that Alvarez could have revoked the deed, and her bankruptcy attorney could have given her advice. Salinas also posits rhetorical and immaterial questions aimed at showing that Alvarez was merely a “straw person” on the title to facilitate financing on the property.

Even if we disregarded the finding of undue influence in deference to Salinas’s assertion that she lacked “sufficient notice that the issue would be determinative to make the necessary refutation at trial,” the remaining grounds of the court’s decision are sufficient to support the judgment. “Delivery or nondelivery [of a deed] is always a question of fact to be found from the surrounding circumstances of each transaction.” (*Donahue v. Sweeney* (1915) 171 Cal. 388, 391.) And “[i]n the final analysis, the essential and controlling element which must be discovered in determining whether there has been delivery of a deed is the intention of the grantor, and this essential matter of the grantor’s intention is a question of fact which is to be determined by the trial court from a consideration of all the evidence in a given case bearing upon the question.” (*Knudson v. Adams* (1934) 137 Cal.App. 261, 267; see *Huth v. Katz* (1947) 30 Cal.2d 605, 608 [whether a valid delivery has in fact been effected requires evidence that the grantor intended to transfer the title].)



Salinas contends that her possession of the Disputed Deed was in itself sufficient to create “an inference of delivery” and that the failure to record it “[did] not vitiate intent to make a present transfer.” The court, however, expressly found that Alvarez was susceptible to Francisco’s direction and control, that she was unable to speak or read English, and that she rarely understood what she was signing. Thus, even if Alvarez did sign the Disputed Deed, she did so without any intent to transfer title to Francisco and Salinas. We are not at liberty to reweigh that evidence or draw conflicting inferences, even if we might have resolved the issue differently.

As for the court’s determination that the bankruptcy stay precluded the transfer of title, Salinas’s assertion of error rests on inapposite authority and factual conclusions that are contrary to the court’s findings. Salinas merely recites her own version of the testimony and reasserts the authenticity of Alvarez’s signature on the 1995 deed to conclude that Alvarez had “full legal capacity and authority” to enter into a contract and sign the deed. She also accuses Alvarez of perjury. She further suggests, illogically, that “[t]he fact that she signed the grant deed after the confirmation of her Chapter 12 Bankruptcy suggest[s] that she was aware that she had the authority to do so.” Salinas refers us to no testimonial or documentary evidence indicating error, either factual or legal, in the court’s reliance on the bankruptcy stay.

In summary, by offering this court only her inaccurate account of the facts and an inadequate citation of pertinent authority, Salinas fails to show either legal error or insufficient evidence to support the trial court’s ruling with respect to any of the grounds on which the court based its judgment. It does not help Salinas to speculate that defense counsel’s litigation strategy was fueled by “panic” upon the judge’s request for additional briefing, nor to suppose that the judge intended to rule for her when he asked for such briefing. And it certainly does not benefit her to claim, without any basis whatsoever, that defense counsel “used their internal connections to convince the Judge to change his mind” or that “the Judge became confused with the many facts of the trial.” The record

does not reveal “some conflict of interest” or fatal “inconsistencies” in the superior court’s explanation of its thought process, its “planned” ruling, and resulting decision; rather, it reflects a thorough, balanced examination of the evidence presented in this lengthy proceeding and an intelligent, rational application of the relevant law. Reversal is not warranted on this record.

*Disposition*

The judgment is affirmed.

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ELIA, ACTING P. J.

WE CONCUR:

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BAMATTRE-MANOUKIAN, J.

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MIHARA, J.